

Serial No.: 10/707,313
Atty Docket No.: 60655.2400

Remarks

Applicants reply within two months of the Final Office Action mailed August 17, 2005. Thus, Applicants request an Advisory Action, if necessary. In this Reply, Applicants do not amend, cancel, or add any claims. Accordingly, claims 1-12 remain pending. Consideration of the remarks below is respectfully requested.

I. Interview Summary

Applicants conducted an interview with the Examiner on October 4, 2005. Applicants reiterated their arguments presented in their Reply to the Office Action mailed May 5, 2005. Specifically, Applicants reiterated that *Dunlap* discloses that the ILC issuing bank is also the advising bank, negotiation bank, and reimbursing bank. Therefore, *Dunlap* cannot disclose or suggest a nominated bank pays, accepts, or negotiates a credit with limited recourse to an issuing bank for discrepancies in a credit document because a bank that is both the nominated bank and the issuing bank cannot logically pay, accept, and negotiate a credit against itself with limited recourse. The Examiner indicated that she would review Applicants' arguments in view of the Interview discussion. As such, Applicants set forth a summary of their previously submitted arguments below.

II. Claims Rejected under 35 U.S.C. § 103

The Examiner rejects claims 1-12 under 35 U.S.C. § 103(a) as being obvious over U.S. Patent Application No. 2004/0088245 filed by Narayan ("Narayan") in view of U.S. Patent Application No. 2002/0103754 filed by Dunlop ("Dunlop"). Applicants respectfully traverse these rejections.

In making the rejection, the Examiner characterizes *Narayan* as reading on some elements of claim 1, but not disclosing the elements of "said nominated bank at least one of paying, accepting, and negotiating said credit with no or limited recourse to said issuing bank for discrepancies in said document." See *Paper No. 05012005*, page 3. The Examiner relies on *Dunlop* to attempt to cure the defects of *Narayan* by asserting that *Dunlop* teaches or suggests these elements. Applicants submit, however, that *Dunlop* fails to teach or suggest such elements.

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Dunlop teaches an InterNetLC® Letter of Credit, which is “an Internet alternative for Documentary Letter of Credit transactions.” *Dunlop*, page 1, ¶ [0009] (emphasis added). Furthermore, *Dunlop* states, “The InterNetLC (ILC) is the buyer’s alternative to a documentary Letter of Credit. . . . The ILC issuing bank will also participate as the advising bank, negotiation bank, AND reimbursing bank.” Page 3, ¶ [0104] (emphasis added). No other banks/financial institutions are disclosed in *Dunlop*. The ILC issuing bank in *Dunlop* is also the advising bank, negotiation bank, and reimbursing bank, and therefore cannot negotiate a credit against itself with limited recourse. As such, *Dunlop* fails to teach or suggest “said nominated bank at least one of paying, accepting, and negotiating said credit with limited recourse to said issuing bank for discrepancies in said document,” as similarly recited in independent claims 1, 6, 8 and 10-12. Moreover, because *Dunlop* discloses using an instrument that is “an alternative to a documentary Letter of Credit,” *Dunlop* cannot be properly used as a reference to read on Applicants’ claims which recite “credit” (i.e., a documentary letter of credit). See MPEP § 2143.01.

Claims 2-5, 7 and 9 variously depend from independent claims 1, 6 and 8. Therefore, Applicants submit claims 2-5, 7 and 9 are differentiated from the cited references for at least the same reasons as set forth above, in addition to their own respective features. Accordingly, Applicants respectfully request withdrawal of the rejection of claims 1-12.

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CONCLUSION

In view of the foregoing, it is believed that all claims now pending are in condition for allowance. A Notice of Allowance is earnestly solicited at the earliest possible date. If the Examiner believes that a telephone conference would be useful in moving the application forward to allowance, the Examiner is encouraged to contact the undersigned.

If necessary, the Commissioner is hereby authorized to charge payment or credit any overpayment to Deposit Account No. 1928-14 for any additional fees required under 37 C.F.R. §§ 1.16 or 1.17, particularly extension of time fees.

Respectfully submitted,

Dated: 10/7/05

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